



**COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING AND BUILDING
STAFF REPORT**

PLANNING DEPARTMENT HEARING

*Promoting the wise use of land
Helping build great communities*

MEETING DATE April 1, 2004	CONTACT/PHONE Elizabeth Kavanaugh 805/ 788-2010	APPLICANT Larry Turley	FILE NO. COAL05-0092 SUB 2004-00238
SUBJECT Request by Larry Turley for a Lot Line Adjustment to adjust the lot lines between two parcels of approximately .5 and 47.5 acres each. The adjustment will result in two parcels of approximately 5.0 and 43 acres each. The project will not result in the creation of any additional parcels. The proposed project is within the agriculture land use category and is located 2900 Vineyard Drive, on the north corner of Vineyard Drive and Winery Road approximately 1.5 miles from the community of Templeton. The site is in the Adelaida planning area.			
RECOMMENDED ACTION Approve Lot Line Adjustment COAL 05-0092 based on the findings listed in Exhibit A and the conditions listed in Exhibit B.			
ENVIRONMENTAL DETERMINATION A Class 5 Categorical Exemption was issued on March 14, 2005.			
LAND USE CATEGORY Agriculture	COMBINING DESIGNATION None	ASSESSOR PARCEL NUMBER 040-231-026 and 040-231- 027	SUPERVISOR DISTRICT(S) 1
PLANNING AREA STANDARDS: None			
LAND USE ORDINANCE STANDARDS: None			
EXISTING USES: Parcel 1 – single-family residence, vineyards, and a portion of a caretaker's residences associated with the an adjacent wine processing facility and tasting room. Parcel 2 – wine processing facility, tasting room, vineyards and a portion of a caretaker's residences associated with wine processing facility.			
SURROUNDING LAND USE CATEGORIES AND USES: <i>North:</i> Agriculture/vineyards and scattered residences <i>East:</i> Agriculture/vineyards and scattered residences <i>South:</i> Agriculture/vineyards and scattered residences <i>West:</i> Agriculture/vineyards and scattered residences			
OTHER AGENCY / ADVISORY GROUP INVOLVEMENT: The project was referred to: Templeton Community Advisory Group, Public Works, Environmental Health, Ag Commissioner, CDF, and Templeton Community Services District.			
TOPOGRAPHY: Gently to steeply sloping		VEGETATION: Vineyards and ornamentals	
PROPOSED SERVICES: Water supply: On-site well Sewage Disposal: Individual septic Fire Protection: CDF		ACCEPTANCE DATE: March 14, 2005	
ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE DEPARTMENT OF PLANNING & BUILDING AT: COUNTY GOVERNMENT CENTER ♦ SAN LUIS OBISPO ♦ CALIFORNIA 93408 ♦ (805) 781-5600 ♦ FAX: (805) 781-1242			

ORDINANCE COMPLIANCE:

The applicant is proposing to adjust the lot lines between two legal parcels as follows:

EXISTING LOT SIZES (ACRES)	ADJUSTED PARCEL SIZES (ACRES)
.51	5
47.5	43

Section 21.02.030 of the Real Property Division Ordinance states that a lot line adjustment shall not be approved or conditionally approved unless the new parcels resulting from the adjustment will maintain a position which is better than, or equal to, the existing situation relative to the county's zoning and building ordinances.

The adjustment will result in the reconfiguration of the two parcels to conform to the minimum parcel size of the land use category and to configure the parcels to better the agricultural use. This adjustment will create a 5 acre parcel which will contain the agricultural processing facility (the winery) which is consistent with the minimum parcel size for this use in the Land Use Ordinance. The remaining parcel is within range of parcel sizes for the Agricultural land use category.

SB 497

As of January 1, 2002, lot line adjustments are limited to four or fewer existing adjoining parcels. In addition, the new parcels must comply not only with zoning and building regulations, but also with the general plan and any applicable coastal plan. The County's local ordinance allows a determination to be made that the proposed situation is equal to or better than the existing situation. Because the parcels as adjusted are consistent with the minimum parcel sizes as set forth in the General Plan, staff has concluded that the adjustment is consistent with both state and local law.

LEGAL LOT STATUS:

Conditional Certificate of Compliance C01-0235 legally created the two lots and the conditions of the Conditional Certificate of Compliance are carried forward onto the conditions of this Lot Line Adjustment.

FINDINGS - EXHIBIT A

- A. The proposed Lot Line Adjustment is consistent with the provisions of Section 21.02.030 of the Real Property Division Ordinance because the reconfiguration of the two parcels to conform to the minimum parcel size of the land use category and to configure the parcels to better the agricultural use. This adjustment will create a 5 acre parcel which will contain the agricultural processing facility (the winery) which is consistent with the minimum parcel size in the Land Use Ordinance for this use. The remaining parcel is within range of parcel sizes for the Agricultural land use category.
- B. The proposal will have no adverse effect on adjoining properties, roadways, public improvements, or utilities.
- C. Compliance with the attached conditions will bring the proposed adjustment into conformance with the Subdivision Map Act and Section 21.02.030 of the Real Property Division Ordinance.
- D. The project qualifies for a Categorical Exemption (Class five) pursuant to CEQA Guidelines Section 15305 because this is a minor lot line adjustment that will not create another lot.
- E. This proposal will create parcels that are consistent with the General Plan minimum parcel size for agricultural processing and agriculture.

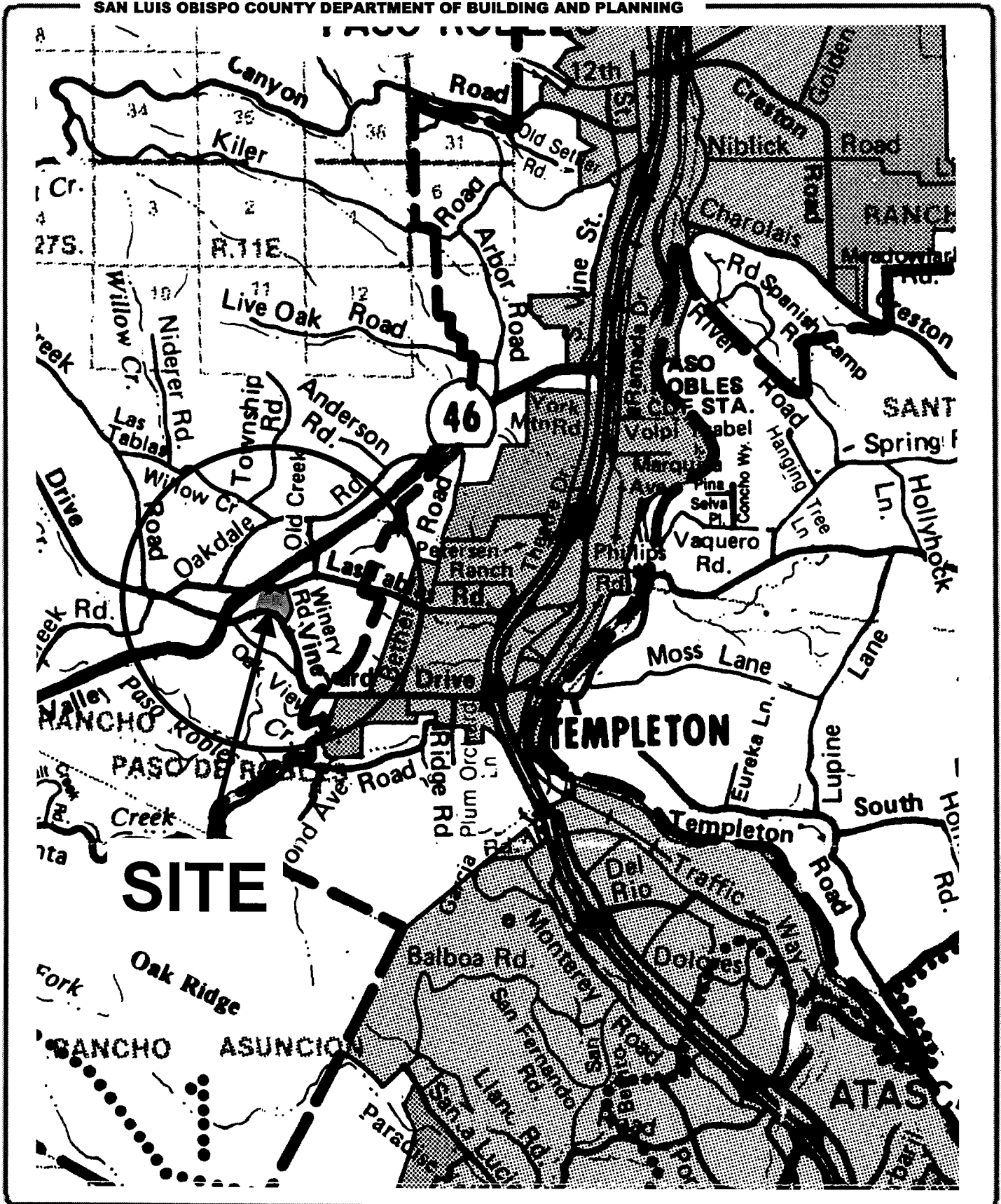
CONDITIONS - EXHIBIT B

1. This adjustment may be effectuated by recordation of a parcel map or recordation of certificates of compliance. If a map is filed, it shall show:
 - a. All public utility easements.
 - b. All approved street names.
2. Any private easements described in the title report must be shown on the map, with recording data.
3. When the map is submitted for checking, or when the certificate of compliance is filed for review, provide a preliminary title report to the County Engineer or the Planning Director for review.
4. All conditions of approval herein specified are to be complied with prior to the recordation of the map or certificates of compliance which effectuate the adjustment. Recordation of a map is at the option of the applicant. However, if a map is not filed, recordation of a certificate of compliance is mandatory.
5. The map or certificates of compliance shall be filed with the County Recorder prior to transfer of the adjusted portions of the property or the conveyance of the new parcels.
6. In order to consummate the adjustment of the lot lines to the new configuration when there is multiple ownerships involved, it is required that the parties involved quitclaim their interest in one another new parcels. Any deeds of trust involving the parcels must also be adjusted by recording new trust deeds concurrently with the map or certificates of compliance.
7. If the lot line adjustment is finalized using certificates of compliance, prior to final approval the applicant shall prepay all current and delinquent real property taxes and assessments collected as real property taxes when due prior to final approval.
8. The lot line adjustment will expire two years (24 months) from the date of the approval, unless the map or certificates of compliance effectuating the adjustment is recorded first. Adjustments may be granted a single one year extension of time. The applicant must submit a written request with appropriate fees to the Planning Department prior to the expiration date.
9. All timeframes on completion of lot line adjustments are measured from the date the Review Authority approves the lot line adjustment map, not from any date of possible reconsideration action.
10. Prior to consummating the adjustment, the owner shall reconstruct Winery Road within the new dedicated alignment per County of San Luis Obispo Superior Court settlement agreement for case CV020984 to a full A-1 Rural road section, or offer for dedication a 50 foot right of way centered on the existing pavement.

11. If required, improvement plans shall be prepared in accordance with San Luis Obispo County Improvement Standards and Specifications by a Registered Civil Engineer and submitted to the County Engineer and County Health Departments for approval. The plan shall include:
 - a. Street plan and profile;
 - b. Drainage ditches, culverts, and other structures (if drainage calculations require);
 - c. Grading and erosion control plan for subdivision related improvements locations;
 - d. Public utility.
 - e. Tree Retention Plan to be approved jointly with the Environmental Coordinator's Office.
12. The applicant shall enter into an agreement with the county for inspection of said improvements, and for checking the improvement plans. The engineer, upon completion of the improvements, must certify to the County Engineer that the improvements are made in accordance with Subdivision Review Board requirements and the approved plans.
13. Prior to consummating the adjustment, the winery buildings along Vineyard shall be brought into compliance with land use regulations as to setbacks prior to the recording of the Lot Line Adjustment. The required setbacks for the new adjusted parcel would be as follows: Winery Road - Front setback (as narrowest street frontage on a corner lot) = 25 feet; Vineyard Dr. (St. side setback-longest frontage on corner lot) = 30 feet adjustable to 10. Compliance to setbacks shall be obtained through the following:
 - a. A partial road abandonment along Vineyard Drive and abandonment of any prescriptive rights of underlying existing alignment of Winery Road.
 - b. A side setback adjustment from 30 feet to 10 feet through CDF.
14. Prior to consummating the adjustment, submit a detailed landscaping plan for the Department of Planning and Building's review and approval for landscaping in the right of way and abandoned right-of-way along Vineyard Drive to soften the hard appearance of existing buildings, said plans to include location, species, size, and method of maintenance of all proposed plant materials. All proposed plant materials shall be of a drought tolerant variety and be sized to provide a mature appearance within three years of installation. All approved landscaping shall be installed and thereafter maintained in a viable condition on a continuing basis.
15. Each parcel shall have its own private well(s) for a domestic water supply or shared well with a shared well agreement approved by the County Health Department.
16. Operable water facilities shall exist prior to the filing of the adjustment map. Evidence of adequate and potable water, shall be submitted to the County Health Department, including the following:
 - a. (Potability) A complete on-site chemical analysis shall be submitted for evaluation for each of the parcels created or as required.

- b. (Adequacy) On individual parcel wells or test holes, a minimum four (4) hour pump test performed by a licensed and bonded well driller or pump testing business shall be submitted for review and approval for each of the parcels.
- 17. On-site systems that are in conformance with the county-approved Central Coast Regional Water Quality Control Board basin plan will be an acceptable method of sewage disposal.
- 18. No sewage disposal system installations are to be placed closer than 100 feet from the top of any perennial or continuous creek banks, drainage swales or areas subject to inundation.
- 19. Sewage disposal systems shall be separated from any individual domestic well and/or agricultural well, as follows: 1) leaching areas, feed lots, etc., one hundred (100) feet and bored seepage pits (dry wells), one hundred and fifty (150) feet. Domestic wells intended to serve multiple parcels or 25 or more individuals at least 60 days out of the year shall be separated by a minimum of two hundred (200) feet from a leachfield, two hundred and fifty (250) feet from seepage pits or dry wells.
- 20. Sewage disposal systems installed on slopes in excess of 20% shall be designed and certified by a registered civil engineer or geologist and submitted to the county Planning Department for review and approval prior to the issuance of a building permit. Consultants shall determine geologically stable building sites and sewage disposal for each parcel, including evaluations of hillside stability under the most adverse conditions including rock saturation and seismic forces. Slopes in excess of 30% are not considered suitable or practical for subsurface sewage disposal.
- 21. An encroachment permit shall be obtained from county Public Works for any work to be done within the county right-of-way.

Staff report prepared by Elizabeth Kavanaugh and reviewed by Kami Griffin, Supervising Planner.



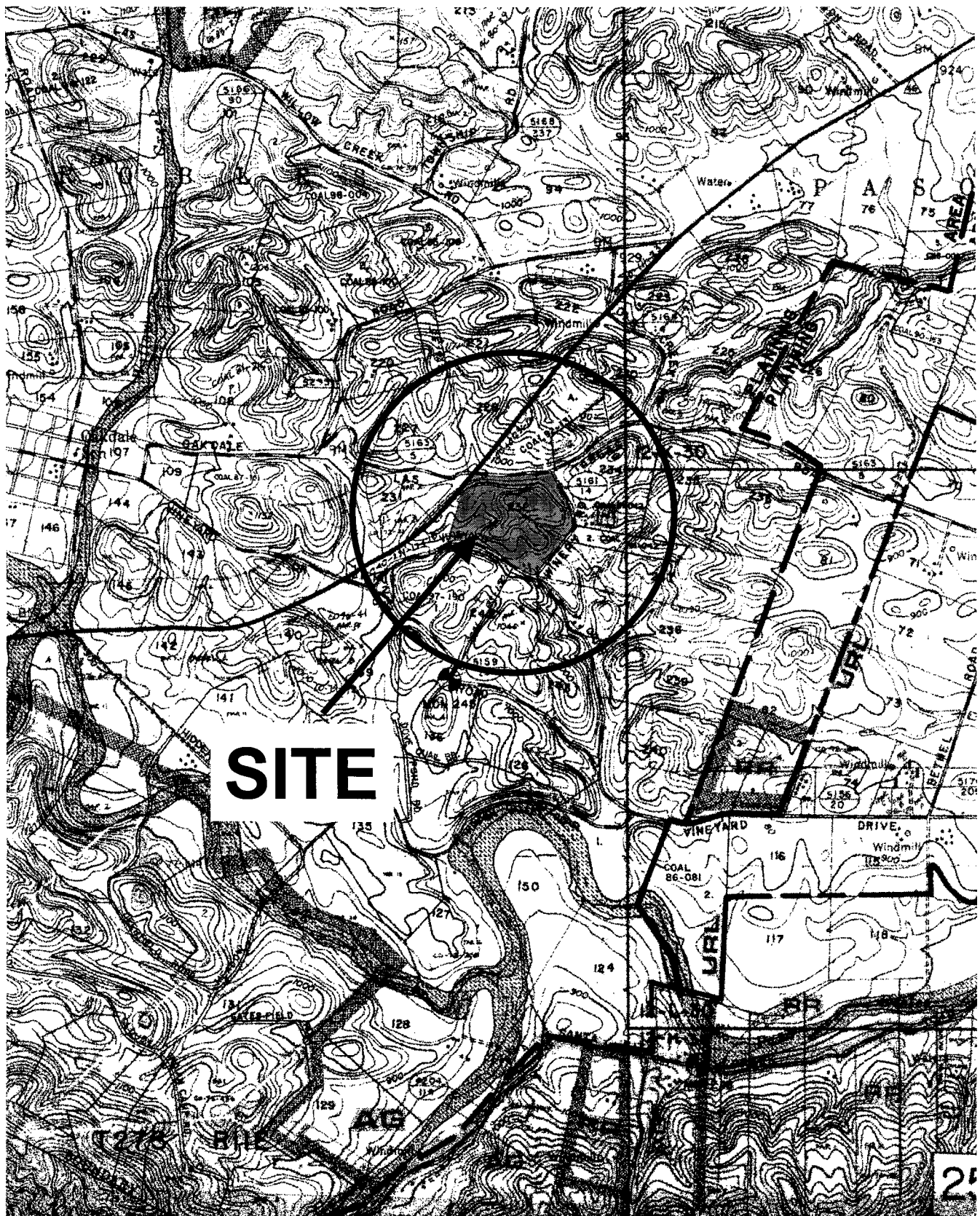
PROJECT

Lot Line Adjustment
Turley SUB2004-00238



EXHIBIT

Vicinity Map



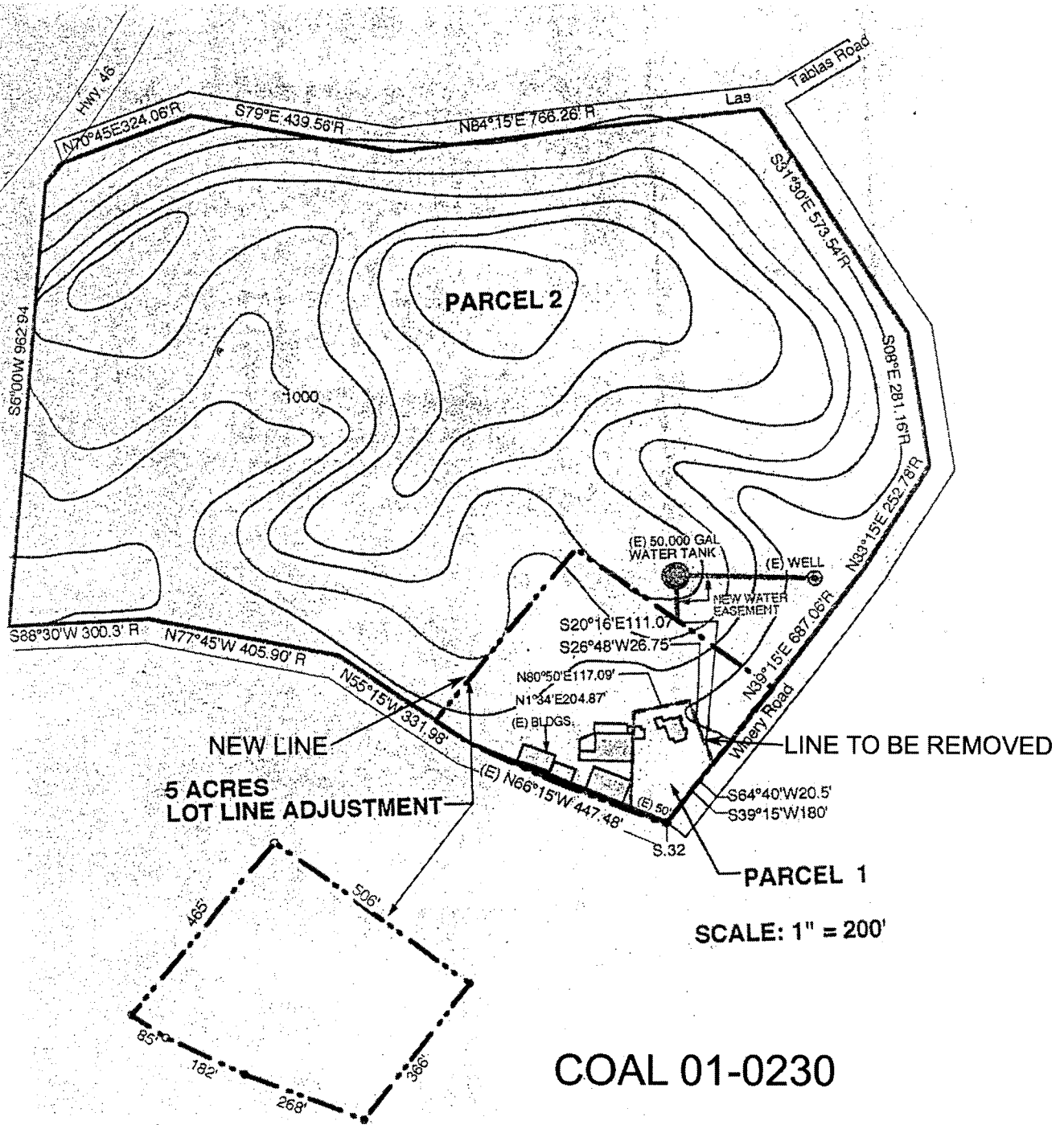
PROJECT

Lot Line Adjustment
Turley SUB2004-00238



EXHIBIT

Land Use Category Map



PROJECT

Lot Line Adjustment
 Turley SUB2004-00238



EXHIBIT

Site Plan



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SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

FEB - 3 2005

VICTOR HOLANDA, AICP
DIRECTOR

THIS IS A NEW PROJECT REFERRAL

DATE: 2/2/05

FROM

FROM
LD

PW
NORTH CO. TEAM PLANNER
(Please direct response to the above)

TURLEY COAL05-0092
SUB2004-00238
Project Name and Number

Development Review Section (Phone: 788-2009)

*OR ASK THE SWITCH-
(BOARD FOR THE PLANNER)

PROJECT DESCRIPTION:

LLA: COAL 01-0230 (Between
2 parcels, changing from 47.69 acres & 0.61 to
43 acres & 5 acres.) Located off of Vineyard Dr.
in Templeton. APN: 040-231-026 & 027

Return this letter with your comments attached no later than: 2/17/05

PART I

IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?

☒ YES
☐ NO

(Please go on to Part II)

(Call me ASAP to discuss what else you need. We have only 30 days in which we must accept the project as complete or request additional information.)

PART II

ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

☒ NO
☐ YES

(Please go on to Part III)

(Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)

PART III

INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE OR CALL.

Recommend approval of this project but it will need a new
COAL NUMBER. 01-0230 was approved and then expired, to avoid confusion
please issue a new map number the same as you issued a new Tidemark
project number. The conditions can be copied from the expired project, there
is no significant change that we are aware of. Title Report is not current.

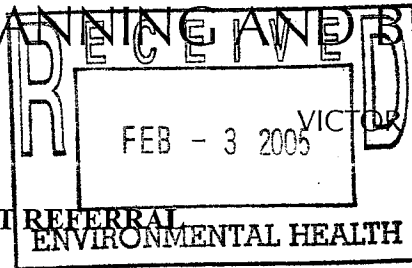
16 Feb 2005
Date

Goodwin
Name

5252
Phone



NF RECEIVED
15 2005
SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING
SLO CO PLANNING & BLDG.



VICTOR HOLANDA, AICP
DIRECTOR

THIS IS A NEW PROJECT REFERRAL
ENVIRONMENTAL HEALTH

DATE: 2/2/05
TO: Env. Health
FROM: NORTH CO. TEAM PLANNER
(Please direct response to the above)

~~COAL 01-0230~~
TURLEY → COAL 01-0230
COAL 05-0092
SUB 2004-00238
Project Name and Number

Development Review Section (Phone: 788-2009) *OR ASK THE SWITCH-
(BOARD FOR THE PLANNERS)

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Return this letter with your comments attached no later than: 2/17/05

PART I IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?

____ YES (Please go on to Part II)
____ NO (Call me ASAP to discuss what else you need. We have only 30 days in which
we must accept the project as complete or request additional information.)

PART II ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF
REVIEW?

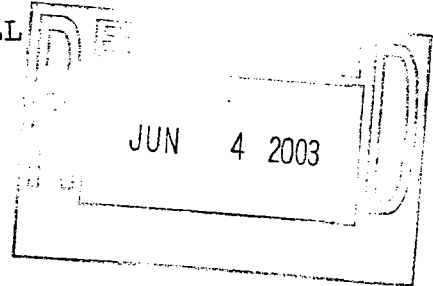
____ NO (Please go on to Part III)
____ YES (Please describe impacts, along with recommended mitigation measures to
reduce the impacts to less-than-significant levels, and attach to this letter.)

PART III INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of
approval you recommend to be incorporated into the project's approval, or state reasons for
recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE OR CALL.

No concerns at this time

2/14/05 Date
L Salo Name
781-5551 Phone

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO
HONORABLE MARTIN J. TANGEMAN, JUDGE
VETERANS' HALL



MARLON VARIN, et al. ,

Plaintiffs,

-vs-

COUNTY OF SAN LUIS OBISPO,
et al.,

Defendants

Case No. CV020984

Transcript of Settlement Agreement

Thursday, May 22, 2003

CERTIFIED COPY

REPORTED BY: MARY F. WATSON, CSR No. 10799
Official Reporter Pro Tempore

1 APPEARANCES OF COUNSEL:

2 For Plaintiffs:

3 SHAUNNA SULLIVAN, ESQ.
4 2238 Bayview Heights
 Los Osos, California 93405

5 For Defendant Turley:

6 BORNHOLDT, PERON & PRATT
7 KENNETH BORNHOLDT, ESQ.
8 1303 Higuera Street
 San Luis Obispo, California 93401

9 For Defendant County of San Luis Obispo:

10 PATRICK FORAN, ESQ.
11 County Government Center
 San Luis Obispo, California 93401

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1 San Luis Obispo, California

2 Thursday, May 22, 2003

3 Afternoon Session

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6 THE COURT: All right. I'm going to call the
7 case of Marlon Varin and Janet Varin versus County of
8 San Luis Obispo, et al.

9 Counsel, please come forward and then state
10 your appearances for the record. When you do so, please
11 identify your clients or representatives who are also
12 present.

13 MS. SULLIVAN: Shaunna Sullivan appearing on
14 behalf of the plaintiffs. And Marlon Varin and Jan
15 Pesenti Varin are present.

16 MR. BORNHOLDT: Good afternoon, your Honor.
17 Kenneth Bornholdt on behalf of defendants and
18 cross-complainants, Chambers Trustees, Defendants Turley
19 Trustees, and Defendant Turley Wine Corporation.

20 And, your Honor, for the purposes of our
21 stipulation this afternoon, if it's acceptable to the
22 Court, I would like to refer to all of my clients
23 collectively as "Turley."

24 THE COURT: Yes. That would facilitate
25 matters.

1 Is that acceptable, Ms. Sullivan?

2 MS. SULLIVAN: Yes.

3 MR. FORAN: Patrick Foran on behalf of
4 Defendant County of San Luis Obispo. I'm here with the
5 county's right-of-way agent, Timothy Smith.

6 THE COURT: You also agree to just allow
7 Mr. Bornholdt or me to use the shorthand "Turley" for
8 all of the defendants that he identified?

9 MR. FORAN: Of course, your Honor.

10 MR. BORNHOLDT: One other point, Judge, for
11 the record. With me is Mr. Larry Turley in the
12 courtroom. He's one of the trustees of the Turley
13 Trust. And I've been advised by Mr. Turley that two
14 weeks ago the interest of Chambers in the property was
15 transferred to the Turley Trust. So he now represents
16 the entire property at issue.

17 THE COURT: All right. We are on the record
18 today because yesterday we were scheduled for a
19 mediation. We commenced the mediation yesterday
20 afternoon and met and continued to discuss the matter
21 until we reached a settlement in concept which was
22 reached last night. We reconvened this afternoon at
23 1:00 o'clock to go over the written terms, which I
24 intend to recite into the record.

25 It's my intention at this point in time to

1 recite the terms of the settlement into the record.
2 Counsel should listen carefully. And after I have
3 finished reciting the terms of the settlement, I will
4 ask each counsel if they have heard and if they agree
5 that those are the terms of the settlement. That would
6 be the time to correct any misstatements I may have made
7 or any omissions that I may have left out.

8 After we have all agreed on the terms of the
9 settlement, then I will then go through the respective
10 parties and make sure that they have participated in the
11 mediation, have heard all of the terms, had a chance to
12 talk to their respective attorneys to answer any
13 questions, and that they understand it and agree to be
14 bound by it. So that's the order in which we'll be
15 proceeding.

16 First then, I will recite the terms of the
17 settlement into the record. In this action we are
18 settling a complaint and a cross-complaint on the
19 following terms and conditions:

20 First, the parties have agreed that
21 Winery Road shall be located -- shall be relocated. And
22 specifically I am referring to the existing Winery Road
23 as well as the existing 50-foot wide dedication area.
24 Relocation shall occur from the intersection of
25 Winery Road at Vineyard Drive to the point where it

1 intersects with the existing Winery Road.

2 The relocation shall occur as follows: The
3 new road dimensions shall be -- shall consist of an
4 18-foot wide pavement area and two six-foot shoulders,
5 one on either side.

6 It is agreed that five feet of the westerly
7 shoulder of the relocated road shall be located westerly
8 of the westerly edge of the existing 50-foot wide
9 dedication area with the remainder of the relocated road
10 width to be located on the west -- on the westerly side
11 of the 50-foot wide dedication area, that is, the
12 westerly side of the existing 50-foot wide dedication.

13 So that the easterly edge of the new relocated
14 road will be at the center line of the existing 50-foot
15 wide dedication area at the junction with Vineyard Drive
16 and shall continue until the newly relocated Winery Road
17 aligns with the existing Winery Road. So that would be
18 as one moves from south to north.

19 A judgment for quiet title is going to be
20 prepared which implements these terms. It will be
21 consistent with the terms of this settlement agreement.

22 Counsel for the plaintiff shall prepare a
23 draft proposed judgment for quiet title and submit it to
24 other counsel for approval as to form and then submit it
25 to me. It's anticipated that that will take about three

1 weeks or so to accomplish that.

2 It is agreed that Turley shall bear all of the
3 costs of relocation of Winery Road. And that will
4 include any tree mitigation. This relocation will
5 include replacing the existing trees.

6 And we've agreed that there are up to 12 trees
7 currently in place with a replacement to occur on a
8 three-to-one ratio. The replacement shall occur with
9 five-year-old olive trees being placed on plaintiffs'
10 property in the vicinity of the removed trees. It is
11 agreed that Turley shall have no obligation for the
12 irrigation or maintenance of those trees after they are
13 replaced.

14 Relocation at Turley's expense shall also
15 include relocation or replacement of the existing fence
16 with comparable quality materials and construction at a
17 location which shall be approved by the county and the
18 plaintiffs easterly of the relocated Winery Road. The
19 fence relocation shall be for that area between the
20 junction of Winery Road and Vineyard Drive northerly to
21 the point where the relocated Winery Road meets the
22 existing Winery Road.

23 In addition, it is agreed that the existing
24 electric gate owned by plaintiffs shall be relocated
25 only if reason being necessary to relocate that electric

1 gate as a result of and after relocation of Winery Road.

2 It is further agreed that Turley shall
3 transfer property to the plaintiffs to allow for a lot
4 line adjustment to be performed solely at plaintiffs'
5 cost of a total area of approximately one third acre.

6 That area is specifically defined as follows:

7 A straight line shall be created from the northeasterly
8 corner of Assessor's Parcel Number 14, which is owned by
9 plaintiffs, to the northeasterly corner of Assessor's
10 Parcel Number 13, which is owned by plaintiffs.

11 Provided, however, that that straight line shall
12 terminate at the southerly boundary of Lot 237, which is
13 currently owned by Turley. All of that area which is
14 westerly of that line shall be added to Assessor's
15 Parcel Number 13, owned by plaintiffs.

16 So to make this complete, once that line hits
17 the intersection of the southerly boundary of Lot 237,
18 then it will follow that boundary back to close those
19 two lines.

20 If for any reason the plaintiffs cannot
21 accomplish the contemplated lot line adjustment by
22 May 22nd of 2005, two years from today's date, then in
23 lieu of a transfer of that real property by Turley to
24 plaintiffs then instead Turley shall pay plaintiffs the
25 sum of \$8,000 payable within 15 days of plaintiffs'

1 request for those monies.

2 Defendant Turley's agreement and consent to
3 this settlement agreement is contingent upon Turley's
4 ability to confirm that the terms of this settlement,
5 and specifically as those terms related to the
6 relocation of Winery Road, will not result in denial or
7 a material modification of Turley's existing project.
8 This contingency shall be automatically removed as of
9 June 23rd, 2003, if no notice has been received by
10 plaintiffs and the county that the contingency has not
11 been satisfied.

12 The county agrees to cooperate with the terms
13 of this settlement agreement and currently knows of no
14 reason why this settlement agreement cannot be
15 implemented.

16 The county also agrees to abandon the easterly
17 portion of the existing 50-foot wide dedication area in
18 favor of plaintiffs to the extent that the width of
19 Winery Road will exceed 50 feet where Winery Road is
20 relocated westerly of the existing 50-foot wide
21 dedication area as described herein above.

22 The county also agrees to cooperate with
23 plaintiffs to the extent allowed under existing law in
24 roadway standards in providing plaintiffs with a
25 revokable encroachment permit in order to allow

1 plaintiff to maintain its vineyards and fencing as close
2 to the relocated Winery Road as is reasonably allowable.

3 County counsel agrees to cooperate in seeking
4 county approval for a waiver of any fees for the
5 revokable encroachment permit to the extent that that is
6 allowable.

7 The county's agreement and consent to this
8 settlement is subject to and contingent upon formal
9 approval by the County Board of Supervisors. This
10 contingency shall be automatically removed as of
11 July 23, 2003, if no notice has been received by
12 plaintiffs and Turley that this contingency has not been
13 satisfied.

14 All parties shall cooperate with each other to
15 execute any documents reasonably necessary to implement
16 the terms of this agreement.

17 All parties will waive all fees and costs.

18 The parties have requested and the Court has
19 agreed to retain jurisdiction under CCP 664.6 to enforce
20 all of the terms hereof.

21 It is agreed that as between Turley and the
22 plaintiffs that general releases will be prepared and
23 executed, including waivers of Civil Code Section 1542,
24 but those 1542 waivers shall be limited only to waivers
25 of known and unknown claims rising out of the

1 allegations set forth in the complaint and
2 cross-complaint.

3 Counsel, I believe I have recited all of the
4 terms of the settlement.

5 Ms. Sullivan, have I correctly recited the
6 terms of the settlement?

7 MS. SULLIVAN: Yes, you have.

8 THE COURT: Mr. Bornholdt, have I correctly
9 recited the terms of the settlement?

10 MR. BORNHOLDT: You have, your Honor. Just
11 one addition. I believe I was instructed to prepare the
12 releases.

13 THE COURT: Thank you. I did forget to
14 include that.

15 The draft releases will be prepared by
16 Mr. Bornholdt and then submitted to Ms. Sullivan for
17 approval.

18 Correct, Ms. Sullivan?

19 MS. SULLIVAN: Yes, that's correct.

20 We do have one additional item which I
21 mentioned earlier to your Honor. And I believe you have
22 it in the file. We did a map that we all agreed upon as
23 defining the parameters of that one third acre.

24 THE COURT: Yes. I have a map which visually
25 depicts the description which I've placed on the record

1 which includes a red line and a red arrow. Absent
2 having the settlement agreement transcribed, there's
3 nothing to attach this to.

4 So I have reported to Ms. Sullivan I am going
5 to retain that in the portion of the file in a sealed
6 envelope that is confidential and not open to the public
7 but which is readily accessible to the judges in the
8 event an enforcement is needed.

9 Is that agreeable, Mr. Bornholdt?

10 MR. BORNHOLDT: It is, your Honor.

11 THE COURT: Mr. Foran, is that agreeable that
12 I retain that document in that fashion?

13 MR. FORAN: Yes. The retention of the map.
14 Correct.

15 THE COURT: Yes.

16 Okay. All right. Now then, have I correctly
17 recited all of the terms of the settlement,
18 Ms. Sullivan?

19 MS. SULLIVAN: Yes.

20 THE COURT: Mr. Bornholdt?

21 MR. BORNHOLDT: Yes, your Honor.

22 THE COURT: Mr. Foran?

23 MR. FORAN: Yes, your Honor. With one very
24 minor clarification. The six-foot shoulder applies to
25 both sides of the paved road?

1 THE COURT: Yes. I thought that I said that.
2 There will be a total width of 30 feet, 18 foot paved, 6
3 on each side.

4 MR. FORAN: Okay.

5 THE COURT: Okay. Otherwise the terms of the
6 settlement are correct, Mr. Foran, as I recited them?

7 MR. FORAN: Did you say 30 foot paved?

8 THE COURT: No. 30 foot total. 18 feet paved,
9 6 foot shoulder on each side.

10 MR. FORAN: That is correct. All of the terms
11 are correct.

12 MS. SULLIVAN: I'm sorry. With regard to this
13 last comment, I want to make sure we're clear on this
14 definition of road relocation. So the shoulder -- the
15 easterly edge of the shoulder of the new road, not the
16 18-foot road, is what should be referenced to as the
17 westerly side of the 50-foot dedication?

18 THE COURT: That would be correct. If you go
19 over the numbers that I used, the easterly edge is at
20 the center line of the existing 50-foot road.

21 MS. SULLIVAN: Right.

22 THE COURT: At least when we're back as far as
23 the intersection of Vineyard Road. It gradually tapers
24 off of course. But that's why we're getting five feet
25 west of the westerly line from the Turley property to

1 make up the rest of that 30 feet.

2 MS. SULLIVAN: I thought, your Honor, you had
3 the definition correct. But with that proviso of
4 counsel, I wanted to make sure that it is the easterly
5 shoulder of the new -- that's the edge of the new road.

6 THE COURT: The edge of the easterly six-foot
7 shoulder will be at the center line of the existing
8 50-foot dedication.

9 MS. SULLIVAN: Okay.

10 THE COURT: At least at its southerly
11 terminus.

12 Correct, Mr. Bornholdt?

13 MR. BORNHOLDT: That's correct.

14 THE COURT: Correct, Mr. Foran?

15 MR. FORAN: Correct, your Honor.

16 MS. SULLIVAN: Thank you.

17 THE COURT: You bet.

18 All right. Then if I have accurately stated
19 the terms of the settlement, let me make sure that we
20 have approval of all of the parties.

21 Officer Varin and Mrs. Varin, you have been
22 present during yesterday's mediation as well as today's
23 session. Is that correct?

24 MR. VARIN: Yes.

25 MRS. VARIN: Yes.

1 THE COURT: You had a chance to participate in
2 the mediation and ask your attorney, Ms. Sullivan, any
3 questions that you might have about this settlement. Is
4 that correct?

5 MR. VARIN: Yes, sir.

6 MRS. VARIN: Yes.

7 THE COURT: Do you understand the terms of the
8 settlement?

9 MR. VARIN: Yes, I do.

10 MRS. VARIN: Yes.

11 THE COURT: And do both of you agree to be
12 bound by the terms of the settlement?

13 MR. VARIN: Yes, I do.

14 MRS. VARIN: Yes.

15 THE COURT: Do you join in that consent,
16 Ms. Sullivan?

17 MS. SULLIVAN: Yes, I do.

18 THE COURT: Mr. Turley, you were present
19 during yesterday's mediation as well as during today's
20 session?

21 MR. TURLEY: Yes.

22 THE COURT: You also had a chance to speak
23 with Mr. Bornholdt, your attorney, and have him answer
24 any questions that you wish to have answered. Is that
25 correct?

1 MR. TURLEY: That is correct.

2 THE COURT: Do you understand all of the terms
3 of the settlement, sir?

4 MR. TURLEY: I do.

5 THE COURT: And do you agree to be bound by
6 the terms of the settlement?

7 MR. TURLEY: I agree.

8 THE COURT: And are you authorized to speak on
9 behalf of each one of the named defendants and as owner
10 of the property that's in question?

11 MR. TURLEY: I am.

12 THE COURT: All right. And do you join in
13 that consent, Mr. Bornholdt?

14 MR. BORNHOLDT: I do, your Honor.

15 THE COURT: Okay. Mr. Foran, you are present
16 here with Mr. Smith. I'm not sure what authority
17 Mr. Smith has in this matter. I'm not sure if I should
18 direct any questions regarding authority to you or
19 Mr. Smith.

20 MR. FORAN: Actually, neither one of us have
21 express authority. It's the board that has to give the
22 authority.

23 THE COURT: Well, I understand that. But I
24 need to ask somebody. I'll direct the questions to
25 Mr. Foran.

1 You and Mr. Smith were here during yesterday's
2 mediation as well as today. Correct?

3 MR. FORAN: Correct.

4 THE COURT: You both were invited to ask and
5 participate in the mediation. Correct?

6 MR. FORAN: Correct.

7 THE COURT: Do you have any questions about
8 the terms of the settlement?

9 MR. FORAN: No, your Honor.

10 THE COURT: You understand all of the terms of
11 the settlement?

12 MR. FORAN: Correct.

13 THE COURT: And subject to the contingency
14 which is an expressed part of the settlement, that is,
15 formal approval by the Board of Supervisors and not by
16 you on behalf of county, you agree with the terms of the
17 settlement. Correct?

18 MR. FORAN: Correct.

19 THE COURT: We all realize that you have to
20 take it to the board for formal approval.

21 MR. FORAN: Correct.

22 THE COURT: All right. Then I will approve
23 the terms of the settlement. I'll retain jurisdiction
24 under CCP 664.6 to enforce all of the terms hereof.

25 I'm going to vacate the current date for a

1 case management conference, that is, May 29th, 2003.
2 It's my understanding, Counsel, that there is nothing
3 else on calendar. Is that everyone's understanding?
4 MS. SULLIVAN: That's correct.
5 MR. BORNHOLDT: That's correct, your Honor.
6 THE COURT: All right. That day will be
7 vacated.
8 Will everyone waive notice of the vacation of
9 the CMC date?
10 MS. SULLIVAN: Yes, your Honor.
11 THE COURT: Mr. Bornholdt?
12 MR. BORNHOLDT: Notice is waived.
13 THE COURT: Mr. Foran?
14 MR. FORAN: Yes. Notice is waived.
15 THE COURT: All right. Congratulations to all
16 of you for a lot of hard work. I appreciate that work
17 and effort and perseverance. And good luck to everyone.
18 MS. SULLIVAN: Thank you.
19 MR. BORNHOLDT: Thank you.
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Plaintiff,

-VS-

Defendant.

) CV020984

That the foregoing pages 1 through 18 contain a true and correct transcript of the proceedings had in the above-entitled action as taken down in shorthand writing by me at said proceedings on May 22, 2003, and thereafter reduced to typewriting by computer-aided transcription under my direction.

MARY F. WATSON, CSR 10799